as the statute is construed. The relation of carrier and employer between the company and the consignor is not exclusive of the same relation between the company and the consignee. The consignor may be bound by the tender of the goods for carriage. *Great Western Ry. Co.* v. *Bagge*, L. R. 15 Q. B. D. 625. The consignee may be bound by the acceptance of the goods. *Union Pacific R. Co.* v. *American Smelting & Refining Co., supra*; *Davison* v. *City Bank*, 57 N. Y. 81. See 2 HUTCHINSON, CARRIERS (3 ed.), § 807 *et seq.* The fact that the consignee is the agent of the consignor does not prevent the relationship from arising unless the carrier knew this fact, since the identity of the employer depends upon the reasonable impression of the carrier. *Sheets* v. *Wilgus*, 56 Barb. 662. The court in the New York case admits the liability of the consignor for the full legal rate, but denies the liability of the consignee for any amount in excess of the freight bill. The consignee entered the relationship just as did the consignor, and if he is bound at all, why is he not bound to the same extent as the consignor? *Union Pacific R. Co.* v. *American Smelting & Refining Co., supra.* It is difficult to see any reason why the consignee and not the consignor can employ as a defense either a contract to carry at an illegal rate or an estoppel which would force the plaintiff to do that which he is forbidden by statute. This would seem more clearly true, since in both cases the bill of lading said, "Owner or consignee shall pay freight." The result of the Massachusetts case seems necessary to preserve the integrity of the act.

CARRIERS — PERSONAL INJURIES TO PASSENGERS — INSULTS BY A SERVANT. — In response to the plaintiff's demand for a seat on the defendant's train, the conductor in a sarcastic manner said in the hearing of other passengers that he would ask a lady friend of his to give up hers. *Held*, that the plaintiff may recover for mental humiliation and also have punitive damages. *Cave* v. *Seaboard Air Line Ry.*, 77 S. E. 1017 (S. C.).

For a discussion of the principles involved see 15 HARV. L. REV. 670. The decided cases relate to insults of a somewhat coarser kind. The allowance of punitive damages in the principal case is an eloquent tribute to South Carolina chivalry.

CONFLICT OF LAWS — REMEDIES: PROCEDURE — STATUTORY TORT — ACTION BARRED BY LIMITATION CLAUSE IN STATUTE. — A statute in Illinois gave a right of action for death by wrongful act, but provided that such action must be brought within a year. The plaintiff brought suit in Iowa upon the Illinois statute, but amended his declaration in an essential particular after the year had passed. By Illinois decisions the amendment as well as the original declaration had to be filed within a year, or else the action was held not to have been brought within the year. *Held*, that the action was commenced within the year. *Knight* v. *Moline, E. M. & W. Ry. Co.*, 140 N. W. 839 (Ia.).

In general, statutes of limitation affect the remedy only, not the right. Therefore an action barred by the *lex loci* may be maintained in a foreign state if not barred by the law of that state. *Le Roy* v. *Crowninshield*, 2 Mason 151, Fed. Cases 8, 269; *Finch* v. *Finch*, 45 L. J. Ch. N. S. 816. But where the statute creating the right of action also prescribes a time within which suit must be brought, the limitation is a condition of the cause of action and the expiration of the period extinguishes the right. *Davis* v. *Mills*, 194 U. S. 451, 24 Sup. Ct. Rep. 692; *Boyd* v. *Clark*, 8 Fed. 849. Thus the limitation in this class of cases, being one of substantive law, is governed by the *lex loci delicti. Boston and Maine R. R.* v. *Hurd*, 108 Fed. 116, 47 C. C. A. 615; *The Harrisburg*, 119 U. S. 199, 7 Sup. Ct. Rep. 140. Questions of procedure, however, are necessarily decided by the *lex fori. Bank of United States* v. *Donnally*, 8 Pet. 361; *Heaton*

v. *Eldredge*, 56 Ohio St. 87, 46 N. E. 638. "Commencement" of an action is a term of art in the law of procedure, and consequently the question of when an action based upon an amended pleading is commenced, is governed by the Iowa law. *Bank of United States* v. *Donnally, supra.* Once admitting the propriety of deciding this question by the *lex fori*, the substantive law of Illinois as to limitation is in no way violated, since the action is begun within the year. Therefore the decision of the principal case seems correct.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — SERVICE UPON A CORPORATION OUTSIDE OF STATE. — Under a statute in South Dakota, providing for service of process upon corporations, in an action for damages for breach of contract to convey land, service was made on the defendant, a domestic corporation of South Dakota, by delivery of summons and complaint at the Iowa residence of the treasurer, the other officers of the corporation having resigned. *Held*, that the service was due process of law to support a default judgment. *Straub* v. *Lyman Land & Investment Co.*, 141 N. W. 979, S. C. 138 N. W. 957 (S. D.).

Interpreting the statute as authorizing service "within or without" the state in such a case, the court argues that a domestic corporation is always resident and within the jurisdiction of the state. Hence service of process amounts to a mere notice of an action to give an opportunity to defend the same. Any reasonable means of notification may be authorized, since there is no attempt to cite into court any individual outside of the court's jurisdiction. The conclusion of the court, however, may be reached in a less involved way. Corporations are artificial units created by legislative act. Any state may prescribe its own terms for admitting foreign corporations within its territorial limits. *Philadelphia Fire Association* v. *New York*, 119 U. S. 110; *Pembina Mining Co.* v. *Pennsylvania*, 125 U. S. 181. By statute the powers and control of domestic corporations may be revised by subsequent legislation. And a reasonable method of service may therefore be established by the state as a term of the continued existence of a domestic corporation. Now provisions for service upon a corporation are in substance provisions for substituted service. Hence service by publication or by mailing a copy of summons to the office of the corporation has been upheld as reasonable. *Clearwater Merc. Co.* v. *Roberts, etc. Shoe Co.*, 51 Fla. 176, 40 So. 436; *Nelson* v. *C. B. & A. R. Co.*, 225 Ill. 197, 80 N. E. 109. Consequently the power of the state should extend to providing such reasonable procedure for creatures of its own legislature, as was provided in the principal case.

CONSTITUTIONAL LAW — PRIVILEGES AND IMMUNITIES: CLASS LEGISLATION — CITIES CLASSIFIED FOR PURPOSES OF ELECTION LAW. — The Pennsylvania constitution prohibited "local or special" legislation regulating the holding of elections. A statute provided for the government of cities having less than a given population by a commission to be chosen by a special process of non-partisan election. *Held*, that the statute is constitutional. *Commonwealth ex rel. Jackson* v. *Corl*, 61 Pitts. Leg. J. 513 (Pa. C. P.); *Commonwealth ex rel. Kessler* v. *Moore*, 61 Pitts. Leg. J. 481 (Pa. C. P.). *Contra, Commonwealth ex rel. Vannatta* v. *Fayette County Commissioners*, 61 Pitts. Leg. J. 465 (Pa. C. P.).

A law is general if it applies one rule to all like cases: it is local or special only if it treats differently cases between which there is no "substantial distinction having a reference to the subject matter" of the law. See *State ex rel. Richards* v. *Hammer*, 42 N. J. L. 435, 440; *People ex rel. Davis* v. *Nellis*, 249 Ill. 12, 23, 94 N. E. 165, 170. What are substantial distinctions between cases justifying different legal results can be determined only by the judgment born of experience. A court, confronted with this question, can do no more